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2-21-1939

Reliable Furniture Company and Retail Clerks International Protective Association, Local 369, AFL (1939)

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Reliable Furniture Company and Retail Clerks International Protective Association, Local 369, AFL (1939)

Location

Saint Joseph, MO

Effective Date

2-21-1939

Expiration Date

3-1-1940

Number of Workers

24

Employer

Reliable Furniture Company

Union

Retail Clerks International Protective Association

Union Local

369

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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THIS AGREEMENT, entered into this 22 day of February, 1939,
by and between the Reliable Furniture Co., St.
Joseph, Missouri, hereinafter referred to as the Party of the First Part
and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, Local # 369
of St. Joseph, Missouri, hereinafter referred to as the Party of the
Second Part, representing employees of the company engaged in performing
the different classifications of work as scheduled in any agreements
entered into between the Party of the First Part and the Party of the
Second Part.

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promote harmony and efficiency to the end that the Party of the First Part and the Party of the Second Part and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

ARTICLE I
EMPLOYMENT

The Party of the First Part agrees to retain in their employ, only such employees as are members of the Party of the Second Part, or employees who will become members of the Party of the Second Part as a condition of employment, within thirty (30) days from the date of employment, provided, however, such employees shall make application for membership and receive working card from the Party of the Second Part within three (3) days after entering the service of the Party of the First Part. At the expiration of their permit period, said employees who are eligible shall become members of the Party of the Second Part.

The Party of the Second Part agrees to procure and maintain a list of idle members at all times and to assist the employer in filling vacancies.

It is further agreed that all employees must be in good standing with Local #369. Permit cards shall be issued by the Secretary of the Local.

ARTICLE II

The Parties hereto agree that during the existence of this agreement the Party of the Second Part will not call any strike, sympathetic, or otherwise, in the business of the Party of the First Part and the Party of the First Part agree that it will not cause any lock-out of its

employee until arbitration as hereinafter provided has failed.

ARTICLE III

Nothing contained in this agreement shall in anywise change, interfere with or restrict the present policies of the party of the first part in promoting the sale of merchandise or service, and the parties hereto agree that the making of this agreement shall not in anywise restrict, limit, interfere with or discriminate against the kind of merchandise which the party of the first part may sell, and the parties of the second party and its members agree that parties of the first part may continue to sell during the term of this agreement any and all items of merchandise which the party of the first part now or hereafter may sell, and items of merchandise similar to those now sold by it.

ARTICLE IV HOURS

It is further agreed that the stores shall open for business at 8:30 A.M. and remain open until 5:30 P.M. on Monday, Tuesday, Wednesday, Thursday and Friday. On Saturday, open for business at 8:30 A.M. and close not later than 5:30 P.M. It is further agreed by parties of the second part that the working hours shall be the same as the store hours as stated above and that salespeople may work night appointments with customers at any time.

It is further agreed by parties of the first part that parties of the second part are permitted to request their employees to report for duty each week for the purpose of changing window displays.

ARTICLE V

Stores may remain open until 8:30 P.M.

Employees shall not work on
Thanksgiving Day, De-
cember 25th, or any other day
proclaimed by local authority as a day of double time.
Employees working on the above stated
days are compensated at the rate of double time.

ARTICLE VII ARBITRATION

Whenever any dispute or difference arises between the parties of this agreement which cannot be amicably adjusted by their representatives, the matter shall be referred immediately to an arbitration board.

board, which shall be set up as follows: Each party shall designate one representative to act for them on the Board. The two thus chosen shall endeavor to adjust the matter; however, if they are unable to do so they shall select a third member of the Board who shall not be connected with either party in any way. The decision of the majority of the Board thus set up, shall be final and binding upon both parties. There shall be no lock-out or cessation of work pending the decision of the arbitration board. The decision upon matters referred to the Board shall be made within fifteen days. If the two members of the arbitration Board are unable to agree upon the third member within five days, the third member shall be designated by the Circuit Judge of the Buchanan County Courts.

ARTICLE VIII

The Business Representative of the Party of the Second Part shall be admitted to the store at all reasonable times.

ARTICLE IX

All salesmen with less than one years experience in Retail Furniture selling shall be compensated at not less than Twenty Dollars (\$20.00) per week as the minimum rate of pay. Salesmen or saleswomen receiving in excess of this minimum shall not have their pay reduced. Apprentice salesmen under twenty years of age, may be employed so long as they are paid a minimum of not less than fifteen dollars (\$15.00) per week.

ARTICLE X VACATIONS

The Party of the First Part agrees that all employees who have completed one year of service with the party of the First Part shall receive a minimum of one week's (7 consecutive days) vacation with pay each year. Each party entitled to such vacation shall be given two week's notice prior to the time of commencing his vacation.

ARTICLE XI

If under any federal or state legislation the maximum hours for the Retail Furniture Industry applicable to parties of the First Part shall be greater than the maximum hours herein provided, the hours herein provided shall prevail, but if less than the hours herein provided then such lesser hours shall prevail, but this shall not in any way effect their present salaries.

ARTICLE XII

The Parties of the First Part agree to give six (6) working days written notice or the equivalent in pay to any employee laid off or discharged except when it is shown that such employee is incompetent, dishonest or

intemperant. The members of the Parties of the Second Part and Employees of the Parties of the First Part who wish to leave the employ of the Parties of the First Part shall give six (6) working days notice to the Parties of the First Part and failure to do so shall subject such member to a fine of ten dollars (\$10.00) or expulsion from membership, but Manager is not privileged to dispenze with services of said salesman before the six days are up without paying the equivalent in salary of six days unless mutually agreed by both parties.

ARTICLE XIII

A Union store card bearing, Retail Clerks International Protective Association, shall be furnished the Company upon signing this agreement but each Union Store card shall at all times be the property of the Party of the Second Part and shall be forfeited upon violation of any article or articles of this agreement by the Parties of the First Part.

ARTICLE XIV

In consideration of the foregoing Article by the Party of the First Part, the Party of the Second Part agrees to faithfully perform the duties assigned to them to the best of their ability and to use their best efforts to promote the business of the party of the First Part.

THIS AGREEMENT, shall be in effect and binding on both Parties from the 22 day of February, 1939 until the 1st day of March, 1940 and each year thereafter, unless, thirty days prior to the expiration date each year, either Party notifies the other of any desired change or changes in any article or articles.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Reliance Furniture Co
D. D. Deary

Robert Talley, President
Ray M. Thomas VP



U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

Retail Clerks # 369
St. Joseph, Mo.
3-1-40

UNION AGREEMENTS

November 15, 1939

Mr. Delmar Dotson, Sec'y #369
Retail Clerks' Int'l Protective Ass'n
214 S. 6th St.
Saint Joseph, Mo.

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Rubin

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement _____

- over -

(If more than one employer, please list on reverse side)

Number of companies covered by agreement _____

Number of union members working under terms of agreement _____

Number of nonmembers working under terms of agreement _____

Branch of trade covered _____ Furniture (Retail)

Date signed _____ Date of expiration _____

Please check here if you wish the agreement returned _____ Yes

(Name of person furnishing information)

(Address)

Rockford Furniture Co
 Royal Furniture Co
 Known Furniture Co
 Reliable Furniture Co
 Peoples Furniture Co
 Brady. Mahoney Furniture Co
 Kay Foreman Furniture Co

Enterprise Furniture Co

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all agreements entered into by employers and employees in the United States. On checking through our files we find we do not have any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

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The enclosed envelope for reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,
 Joseph Lubin
 Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

Number of union members working under terms of agreement

Number of nonmembers working under terms of agreement

Branch of trade covered

Date of expiration

Please return if you wish the agreement returned

(Address)

U. S. GOVERNMENT PRINTING OFFICE

